

**Jule Bryson**  
Cumberland County Clerk

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2 North Main Street, Suite 206 • Crossville, TN 38555 • (931) 484-6442 • Fax (931) 484-6440

September 10, 2021

**TO:** Cumberland County Commission, County Mayor, and News Media  
**FROM:** Jule Bryson, Cumberland County Clerk  
**SUBJECT:** Monday, September 20, 2021  
Monthly Cumberland County Commission Meeting

Take notice, pursuant to TCA 8-44-103, the Cumberland County Commission, the governing body of said county, will convene and meet in regular session on Monday, September 20, 2021 at 6:00 o'clock P.M. in the large meeting room on the third floor of the Cumberland County Courthouse, where and at which time and place the said Cumberland County Commissioners will transact such public business as may lawfully come before it.

Attached is a copy of the agenda as of this date. I am looking forward to seeing you there.

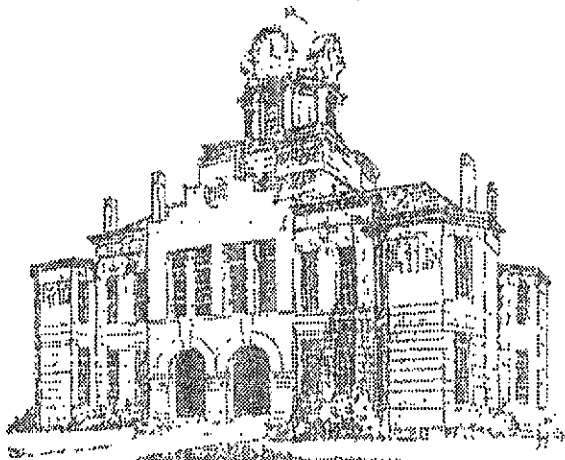
Sincerely,



Jule Bryson  
Cumberland County Clerk

JB/ct

Enclosures



# **CUMBERLAND COUNTY COMMISSION MONTHLY MEETING AGENDA**

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**MONDAY, SEPTEMBER 20, 2021**

**6:00 O'CLOCK P.M.**

1. Call to order: Chairperson or Cumberland County Sheriff
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll Call: Cumberland County Clerk, Jule Bryson
5. Approval of September 20, 2021 Cumberland County Commission Meeting Agenda
6. Minutes of August 10, 2021 Special Call Cumberland County Commission Meeting
7. Minutes of August 16, 2021 Monthly Cumberland County Commission Meeting
8. Special recognitions, memorials, etc.
9. Comments by the General Public
10. Unfinished Business
11. New Business:

**Election of Chairman, Cumberland County Commission  
Election of Chairman Pro-Tem, Cumberland County Commission  
Election of Cumberland County Commission Parliamentarian**

**RESOLUTION 09-2021-1 – TO APPOINT MEMBERS TO THE ETHICS COMMITTEE  
(FOSTER)**

**RESOLUTION 09-2021-2 – TO REAPPOINT MEMBERS TO THE FINANCIAL  
MANAGEMENT/PURCHASING COMMITTEE (FOSTER)**

**RESOLUTION 09-2021-3 – TO APPOINT MEMBER TO THE CUMBERLAND COUNTY  
REGIONAL PLANING COMMISSION (FOSTER)**

**RESOLUTION 09-2021-4 - TO REAPPOINT MEMBER TO THE TRI-COUNTY  
INDUSTRIAL DEVELOPMENT BOARD OF CUMBERLAND, MORGAN AND  
ROANE COUNTIES (FOSTER)**

**RESOLUTION 09-2021-5 – TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX  
PROPERTY OWNED BY CUMBERLAND COUNTY (HYDER)**

**RESOLUTION 09-2021-6 – TO APPROVE UPPER CUMBERLAND HUMAN RESOURCE  
AGENCY BUS SHELTER AGREEMENT (NORRIS)**

**RESOLUTION 09-2021-7 – TO APPROVE EASEMENT DEEDS FOR THE CITY OF  
CROSSVILLE SIDEWALK PROJECT AND AUTHORIZE COUNTY MAYOR TO  
SIGN AGREEMENT (SHERRILL)**

**RESOLUTION 09-2021-8 – FOR ARCHITECTURAL PROFESSIONAL SERVICES (FOSTER)**

12. County Official Reports
13. County Attorney Report
14. Standing Committee Reports
15. Statutory Committee Reports
16. Election of Notaries, Appointments, and Confirmations
17. Announcements and Statements
18. Adjournment

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

## August 10, 2021 Special Call Meeting Minutes

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Be it remembered that the Cumberland County Commission met in Special Session on Tuesday, August 10, 2021 at the Courthouse in Crossville, Tennessee. The meeting was called to order by Casey Cox Sheriff immediately following the 4:30 P.M. Public Hearing. Present and presiding was Commission Chairman, County Mayor Allen Foster who called the meeting to order and invited Commissioner Jerry Cooper to offer the Invocation and Mayor Foster lead the Pledge of Allegiance to the Flag of the United States of America. Also present at the meeting were County Clerk Jule Bryson, Finance Director Nathan Brock, Director of Schools Ian Maxwell, Board of Education Chief Financial Officer Kacee Harris and the following County Commissioners:

Chad Norris  
Kyle Davis  
Rebecca Stone  
David Gibson  
Jack Davis  
Wendell Wilson  
Mark Baldwin  
Jim Blalock  
Collene Mall

Sue Ann York (ABSENT)  
Nancy Hyder  
Darrell Threet  
Charles Seiber (ABSENT)  
Terry Lowe  
Joseph Sherrill  
Jerry Cooper  
Deborah Holbrook  
John Patterson

A quorum being present, the Special Call Session of the Cumberland County Commission was opened in due form of law and the following proceedings were had to wit:

**1. RESOLUTION 08-10-2021-1 - FIXING THE TAX LEVY IN CUMBERLAND COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2021 (GENERAL FUND TAX RATE \$0.7711, SOLID WASTE/SANITATION FUND TAX RATE \$0.1707, GENERAL PURPOSE SCHOOL FUND TAX RATE \$0.3636, GENERAL DEBT SERVICE FUND TAX RATE \$0.2599 FOR A COMBINED PROPERTY TAX RATE OF \$1.5653)**

On motion of Commissioner Lowe, second by Commissioner Mall, moved to adopt resolution 08-10-2021-1.

The motion to set the General fund tax rate \$0.7711, Solid Waste/Sanitation fund tax rate \$0.1707, General Purpose School Fund tax rate \$0.3636, General Debt Service Fund tax rate \$0.2599 for a Combined Property Tax Rate of \$1.5653 carried with a unanimous roll call vote of 16 ayes from the Commissioners present.

**2. RESOLUTION 08-10-2021 -2 – TO APPROVE AND ADOPT AN UPDATED WAGE SCALE AND CLASSIFICATION SCHEDULE**

On motion of Commissioner Hyder, second by Commissioner Holbrook, moved to adopt resolution 08-10-2021-2.

The motion to adopt resolution 08-10-2021-2, approving and adopting an updated wage scale and classification schedule carried with a roll call vote of 15 ayes from Commissioners York, Kyle Davis, Hyder, Stone, Threet, Gibson, Jack Davis, Lowe, Wilson, Sherrill, Baldwin, Cooper, Blalock, Holbrook, Mall, Patterson, 1 abstain from Commissioner Norris. Commissioners York and Seiber were absent from the Commission meeting.

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

August 10, 2021

Special Call Meeting Minutes

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**3. RESOLUTION 08-10-2021-3 - MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS, DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF CUMBERLAND COUNTY, TENNESSEE, FOR THE YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

On motion of Commissioner Sherrill, second by Commissioner Mall, moved to adopt resolution 08-10-2021-3.

The motion to adopt resolution 08-10-2021-3, approving appropriations for the various funds, departments, institutions, offices and agencies for the fiscal year beginning July 1, 2021 and ending June 30, 2022, carried by a roll call vote of 15 ayes from Commissioners Norris, Kyle Davis, Hyder, Stone, Threet, Gibson, Jack Davis, Lowe, Wilson, Sherrill, Baldwin, Cooper, Holbrook, Mall and Patterson and 1 nay from Commissioner Blalock. Commissioner York and Seiber were absent from the meeting.

**4. RESOLUTION 08-10-2021-4 - APPROPRIATIONS TO NON-PROFIT CHARITABLE ORGANIZATION OF CUMBERLAND COUNTY, TENNESSEE FOR THE YEAR BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022**

On motion of Commissioner Patterson, second by Commissioner Hyder, moved to adopt resolution 08-10-2021-4.

The motion to adopt resolution 08-10-2021-4, approving appropriations to non-profit charitable organization of Cumberland County, Tennessee for the year beginning July 1, 2021 and ending June 30, 2022 carried by a roll call vote of 16 ayes from the Commission present.

**5. ADJOURNMENT:** On motion of Commissioner Gibson, second by Commissioner Threet, moved the August 10, 2021 Special Call Commission Meeting be adjourned at 5:08 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commission present.

MINUTES APPROVED FOR ENTRY THIS \_\_\_\_\_ DAY OF SEPTEMBER 2021.

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Allen Foster, County Mayor  
Chairman, Cumberland County Commission

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Jule Bryson, Cumberland County Clerk

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

## August 16, 2021 Monthly Meeting Minutes

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Be it remembered that the Cumberland County Commission met in monthly session on Monday, August 16, 2021 at the courthouse in Crossville, Tennessee. Sheriff Casey Cox called the meeting to order at 6:00 o'clock P.M. Present and presiding was Commission Pro-Tempore Commissioner Terry Lowe who invited Tim Chesson of Faith Worship center to deliver the invocation. The Young Marines led the Pledge of Allegiance to the Flag of the United States of America. Also present at this meeting were County Clerk Jule Bryson, Finance Director Nathan Brock, County Attorney Philip Burnett and the following County Commissioners:

Chad Norris (ABSENT)  
Kyle Davis  
Rebecca Stone  
David Gibson  
Jack Davis  
Wendell Wilson  
Mark Baldwin  
Jim Blalock  
Colleen Mall

Sue Ann York  
Nancy Hyder  
Darrell Threet  
Charles Seiber  
Terry Lowe  
Joseph Sherrill  
Jerry Cooper  
Deborah Holbrook  
John Patterson

A quorum being present, the Cumberland County Commission Meeting was opened in due form of law and the following proceedings were had to wit:

### **1. APPROVAL OF THE AUGUST 16, 2021 COMMISSION MEETING AGENDA:**

On motion of Commissioner Seiber to accept the agenda, second by Commissioner Patterson moved the agenda of the August 16, 2021 Commission Meeting be approved. The motion to approve the agenda as presented carried by voice vote from the Commissioners present.

### **2. MINUTES OF JULY 19, 2021 CUMBERLAND COUNTY COMMISSION MEETING:**

On motion of Commissioner Seiber, second by Commissioner Gibson, moved to approve July 19, 2021 Commission Meeting Minutes as presented at the August 16, 2021 meeting made a matter of record and filed as presented. The motion to approve the minutes carried by voice vote with Commissioner Holbrook abstaining from the vote.

### **3. RESOLUTION 08-2021-1 – TO APPOINT MEMBERS TO THE AUDIT COMMITTEE:**

On motion of Commissioner Hyder, second by Commissioner Seiber moved to adopt resolution 08-2021-1.

The motion to adopt resolution 08-2021-1, reappointing Amanda Houston and appoint Kim Tabor to the Cumberland County Audit Committee for a two-year term expiring August 15, 2023, carried by a voice vote from the Commissioners present.

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING

## August 16, 2021 Monthly Meeting Minutes

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### **4. RESOLUTION 08-2021-2 – TO APPOINT MEMBERS TO THE ADULT-ORIENTED ESTABLISHMENT BOARD:**

On motion of Commissioner Stone, second by Commissioner Mall moved to adopt resolution 08-2021-2.

The motion to adopt resolution 08-2021-2, approving the reappointment of David Gibson and Grant Thurman to serve on the Adult-Oriented Establishment Board for a four (4) year term expiring on April 1, 2025, carried by a voice vote with Commissioner Gibson abstaining from the vote.

### **5. RESOLUTION 08-2021-3 – TO APPOINT MEMBER ON THE CROSSVILLE-CUMBERLAND COUNTY CONVENTION AND VISITORS BUREAU:**

On motion of Commissioner Seiber, second by Commissioner Hyder moved to adopt resolution 08-2021-3.

The motion to adopt resolution 08-2021-3, to reappoint Beth Wyatt-Davis and appoint Wanda Reid to the Crossville-Cumberland County Convention and Visitors Bureau with term expiring August 31, 2024, carried by a voice vote from the Commissioners present.

### **6. RESOLUTION 08-2021-4 – TO APPOINT MEMBERS TO THE CUMBERLAND COUNTY “E-911” EMERGENCY COMMUNICATIONS DISTRICT BOARD OF DIRECTORS:**

On motion of Commissioner Mall, second by Commissioner Stone moved to adopt resolution 08-2021-4.

The motion to adopt resolution 08-2021-4, approving appointment of Casey Cox and reappointment of Gary Adams to the Board of Directors of the E-911 Emergency Communications District, carried by a voice vote from the Commissioners present.

### **7. RESOLUTION 08-2021-5 – TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX PROPERTY OWNED BY CUMBERLAND COUNTY:**

On motion of Commissioner Holbrook, second by Commissioner Threet moved to adopt resolution 08-2021-5.

The motion to adopt resolution 08-2021-5, accepting offers the following Cumberland County owned property from the following list, carried by a unanimous roll call vote from the Commissioners present.

<b><u>Offerors</u></b>	<b><u>Property</u></b>	<b><u>Price</u></b>	<b><u>Advertising</u></b>
Jeffrey & Tamara Bell	149J E 28.00/47 Choctaw Ln	\$266.90	\$45
Mark & Judith Dronebarger	149B H 7.00/2212 White Horse Dr.	\$269.70	\$45
Equity Trust (FBO Michael Schwartz)	138A B 6.00/3026 Oklahoma Dr.	\$383.00	\$45

# **CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING**

## **August 16, 2021 Monthly Meeting Minutes**

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### **8. TO APPROVE AMENDMENT TO RESOLUTION 08-2021-6 – CHANGES TO RESOLUTION TO PURCHASE NEW PROPERTY FOR USE AS ARCHIVES FACILITY:**

On motion of Commissioner Mall, second by Commissioner Sherrill moved to adopt the amendment to resolution 08-2021-6.

Discussion: Several Commissioners voiced concern of the additional cost to renovate the new property and the legal issues, if any of the use of the archive facility monies. Clarification was made by County Attorney Philip Burnett that any changes to this building would go through the Building & Grounds Committee as well as the Budget Committee before any renovations would be completed.

After the determination that the cost could not exceed the \$1,600,300.00 amount approved previously for the archives facility was reached, the motion to adopt the amendment to resolution 08-2021-6, to approve the following changes:

- Remove Whereas, future renovations and funds already spent shall not exceed the budget of 1.6 million dollars
- Remove “the future “ in the third paragraph

The motion to accept the amendment to resolution 08-2021-6, to remove above mentioned information, carried by a unanimous roll call vote from the Commissioners present.

### **9. AMENDED RESOLUTION 08-2021-6 – TO PURCHASE NEW PROPERTY FOR USE AS ARCHIVES FACILITY:**

On motion of Commissioner Patterson, second by Commissioner Mall moved to adopt the amended resolution 08-2021-6.

The motion to adopt amended resolution 08-2021-6, authorizing Cumberland County Mayor Allen Foster to negotiate and purchase the old Progressive Savings Bank located at 1782 S. Main Street Map 113 Parcel 022.01 for use as a future Cumberland County Archives facility, carried by a unanimous roll call vote from the Commissioners present.

### **COUNTY ATTORNEY REPORT; PHILIP BURNETT:**

Mr. Burnett reported there was a Failure to Treat Federal Case in the Sheriff Department that has been dismissed but is still in the 30 days appeals timeframe and no new cases at this time.

### **STATUTORY COMMITTEE REPORTS:**

Health and Safety Standards Board will be meeting Wednesday, August 25, 2021 in the small courtroom of the Courthouse.

### **9. ELECTION OF NOTARIES:**

On motion of Commissioner Gibson, second by Commissioner Seiber, moved be elected Shellie L. Billbrey Linda L. Cox, Vicki A. Hagan, Jonathan Roy Hamby, Nikki Hartwell, Angela Hyder, Sue Hopper, E. J. Lewis Jr., David Maier, Gerri L. Norris, Victoria Parsons, Shaina Patton, Penny Rhodes, April L. Ritzman, Pamela L. Shields, Nancy A. Winn as Notary Publics for the State of Tennessee.

The motion to approve the notaries carried by voice vote from the Commissioners present.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS MEETING**  
**August 16, 2021 Monthly Meeting Minutes**

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**14. ADJOURNMENT:**

On motion of Commissioner Gibson, second by Commissioner Sherrill, moved the August 16, 2021 Commission Meeting be adjourned at 6:38 o'clock P.M.

The motion to adjourn the meeting carried by voice vote from the Commissioners present.

MINUTES APPROVED FOR ENTRY THIS \_\_\_\_\_ DAY OF SEPTEMBER 2021.

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Allen Foster, County Mayor  
Chairman, Cumberland County Commission

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Jule Bryson, Cumberland County Clerk



**A RESOLUTION TO APPOINT MEMBERS TO THE ETHICS COMMITTEE**

**WHEREAS**, the Cumberland County Commission adopted an Ethics Committee June 18, 2007; and

**WHEREAS**, the Ethics Committee shall investigate any credible complaint against an official or employee charging any violation of this code of Ethics, or may undertake an investigation on its own initiative when it acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the committee's judgment, constitutes a violation of this Code of Ethics.

**WHEREAS**, the County Ethics Committee is a Statutory Board consisting of five (5) members nominated for one-year terms by the County Mayor with appointment by the County Legislative body, to be appointed each year at the same time as eternal committees of the County legislative body; and

**WHEREAS**, one member of the committee shall be a member of the county legislative body; one member shall be a county employee; one member shall be a member of the board of education; one member shall be an employee or member of the board of a utility district; and one member shall be a member of the general public who is not covered by this Code of Ethics; and

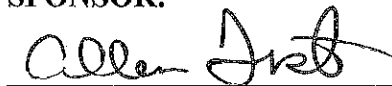
**WHEREAS**, the terms of all the members of the Ethics Committee have expired; and

**NOW, THEREFORE, BE IT RESOLVED** by the Cumberland County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of September, 2021, that the following people be reappointed to the Ethics Committee for terms expiring September 30, 2022 :

Deborah Holbrook	County Legislative Body Member	Term Expires 9/30/2022
Teresa Boston	Board of Education Member	Term Expires 9/30/2022
George Harrison	Employee or Utility District Board Member	Term Expires 9/30/2022
Valorie Cox	General Public Member	Term Expires 9/30/2022
Travis Cole	County Employee Member	Term Expires 9/30/2022

Adopted this 20<sup>th</sup> day of September, 2021

**SPONSOR:**



**COUNTY MAYOR**

**APPROVED:**

\_\_\_\_\_  
**COUNTY MAYOR**

**ATTEST:**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION NUMBER 09-2021-2**

**RESOLUTION TO REAPPOINT MEMBERS TO THE FINANCIAL MANAGEMENT/  
PURCHASING COMMITTEE**

**WHEREAS**, Cumberland County operates under the County Financial Management System of 1981 as authorized under Tennessee Code Annotated; and

**WHEREAS**, the act provides under T.C.A. 5-21-105 that the county legislative body may authorize the Financial Management Committee to assume the functions of a purchasing committee.


**NOW THEREFORE BE IT RESOLVED**, by the Cumberland County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of September, 2021, do hereby reappoint all expiring members to the Financial Management Committee.

The County Financial Management Committee consists of the County Mayor, Road Superintendent, Director of Schools, and four (4) members elected by the Commission for a one (1) year term:

Nancy Hyder, 2 <sup>nd</sup> District Commissioner	Term expires: August 31, 2022
Charles Seiber, 4 <sup>th</sup> District Commissioner	Term expires: August 31, 2022
Jack Davis, 5 <sup>th</sup> District Commissioner	Term expires: August 31, 2022
John Patterson 9 <sup>th</sup> District Commissioner	Term expires: August 31, 2022

Adopted this 20<sup>th</sup> day of September, 2021.

**SPONSOR:**

  
\_\_\_\_\_  
County Mayor

**APPROVED:**

\_\_\_\_\_  
County Mayor

**ATTEST:**

\_\_\_\_\_  
County Clerk

**RESOLUTION TO APPOINT MEMBER TO THE CUMBERLAND COUNTY  
REGIONAL PLANNING COMMISSION**

**WHEREAS**, a term has expired from the Cumberland County Regional Planning Commission; and

**WHEREAS**, John Stubbs will be appointed to serve an expired term; and

**WHEREAS**, the terms for the Cumberland County Regional Planning Commission are four-year terms; and

**WHEREAS**, the Cumberland County Regional Planning Commission will be as follows:

John Stubbs	Term Expires: August 31, 2025
Katie Hardt	Term Expires: August 31, 2025
Trey Kerley	Term Expires: August 31, 2024
Russell Smith	Term Expires: August 31, 2023
Terry Lowe	Term Expires: August 31, 2022
Kyle Davis	Term Expires: August 31, 2022
David Gibson	Term Expires: August 31, 2022
Deborah Holbrook	Term Expires: August 31, 2022

**NOW, THEREFORE LET IT BE RESOLVED**, by the Cumberland County Board of Commissioners meeting in regular session this 20<sup>th</sup> day of September that John Stubbs be appointed to the Cumberland County Regional Planning Commission to fill an expired term.

**This 20<sup>th</sup> day of September, 2021.**

**SPONSOR:**



**COUNTY MAYOR**

**APPROVE:**

\_\_\_\_\_  
**COUNTY MAYOR**

**ATTEST:**

\_\_\_\_\_  
**COUNTY CLERK**

**RESOLUTION NUMBER 09-2021-4**

**RESOLUTION TO REAPPOINT MEMBER TO THE TRI-COUNTY  
INDUSTRIAL DEVELOPMENT BOARD OF CUMBERLAND, MORGAN, AND  
ROANE COUNTIES**

**WHEREAS**, Resolution 706-1 of the Cumberland County Board of Commissioners created a joint authority with Morgan and Roane Counties establishing the Tri-County Industrial Development Board of Cumberland, Morgan and Roane Counties for the purposes set forth under the provisions of T.C.A 7-53-101 through 7-53-313, et seq., as amended, and are willing to perform its functions and responsibilities in accordance with the aforesaid code provisions, and applicable law; and


**WHEREAS**, said authority is to provide for the expansions of industrial and other economic development of Cumberland, Morgan, and Roane Counties; and

**WHEREAS**, there is an expired term on the Industrial Development Board of Cumberland, Morgan and Roane Counties; and

**NOW, THEREFORE, BE IT RESOLVED** that Randy Graham be reappointed to fill his expired term on the Industrial Development Board of Cumberland, Morgan, and Roane Counties and that his term shall expire September 30<sup>th</sup>, 2027.

On this 20<sup>th</sup> day of September, 2021

**SPONSOR:**

  
\_\_\_\_\_  
County Mayor

**APPROVED:**

\_\_\_\_\_  
County Mayor

**ATTEST:**

\_\_\_\_\_  
County Clerk

**A RESOLUTION TO ACCEPT OFFER(S) TO PURCHASE DELINQUENT TAX  
PROPERTY OWNED BY CUMBERLAND COUNTY**

**WHEREAS**, Citizens have presented offers to the Cumberland County Delinquent Tax Committee for property currently owned by Cumberland County, and;

**WHEREAS**, said offers are for parcels of property and offer details are as follows:

<b>Offerers</b>	<b>Property</b>	<b>Price</b>	<b>Advertising</b>
Michael Matthews - 138O A	012.00/ 128 Broken Arrow Drive	\$268.70	\$45
Thomas Vaughn and Cherrie Cunningham -			
78P A	006.00 - 111 Tawney Oak Loop	\$275.50	\$45
78P A	19.00 - 754 St. George Drive	\$274.40	\$45
78P A	20.00 - 175 Tawny Oak Loop	\$272.40	\$45
89D A	53.00 - 205 St. George Drive	\$290.70	\$45
90B F	40.00 - 425 St. George Drive	\$281.50	\$45
Laurelwood Partners, LLC -			
91I G	12.00 - 115 Hedgewood Lane	\$285.70	\$45
91P B	28.00 - 116 Laurelwood Lane	\$275.20	\$45
91P B	33.00 - 126 Laurelwood Lane	\$274.40	\$45

**WHEREAS**, the Cumberland County Delinquent Tax Committee, meeting in regular session, votes to recommend to the full Cumberland County Commission that the Commission accept the offer(s).

**NOW, THEREFORE, BE IT RESOLVED** the Cumberland County Commission meeting in its regular monthly session hereby accepts said offers, and sells said properties to the Offeror(s).

**ADOPTED** this 20<sup>th</sup> day of September, 2021.

**SPONSOR:**

**APPROVED:**

  
Nancy Hyder, COMMISSIONER

  
Allen Foster, COUNTY MAYOR

**ATTEST:**

  
Jule Bryson, COUNTY CLERK

## RESOLUTION TO APPROVE UPPER CUMBERLAND HUMAN RESOURCE AGENCY BUS SHELTER AGREEMENT

**JULE BRYSON, COUNTY CLERK**



## **UCHRA Bus Shelter Agreement**

This is an agreement between the Upper Cumberland Human Resource Agency (UCHRA) and Cumberland County Tennessee, A political subdivision of the State of Tennessee.

UCHRA was awarded funding under the IMPROVE Act by the Tennessee Department of Transportation for bus shelters. The shelters are to be placed in Putnam, Warren, and Cumberland County and are meant to serve the deviated fixed route / GO Route Service. UCHRA has worked with various county officials within each county to identify suitable businesses, residential communities, and other places of high commercial and residential activity to place the bus shelters.

UCHRA hereby agrees to maintain and service each shelter for the benefit of the community. Each bus shelter will be bolted to the ground and can be removed if required at any point in the future. Due to our own contractual obligations with the State of Tennessee and TDOT, UCHRA must retain ownership of each physical bus shelter.

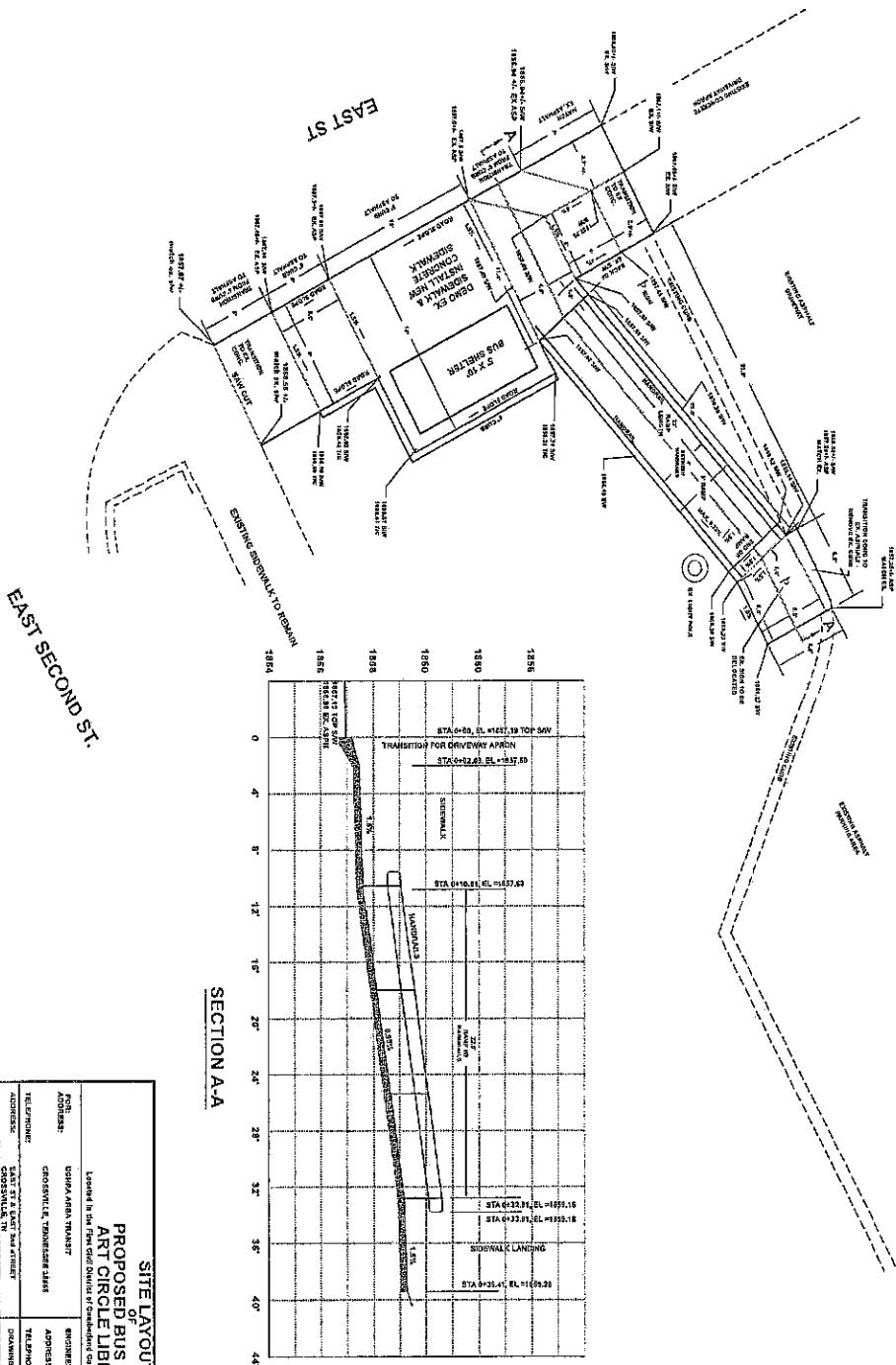
Since the structure must remain under the ownership of UCHRA, UCHRA hereby agrees that it will maintain the structure in a safe and ADA compliant condition and hold Cumberland County harmless for any personal injury or property damage that may occur on said structure. UCHRA agrees to remove said structure from the Cumberland County property, if so requested, with a 90 day notice to remove.

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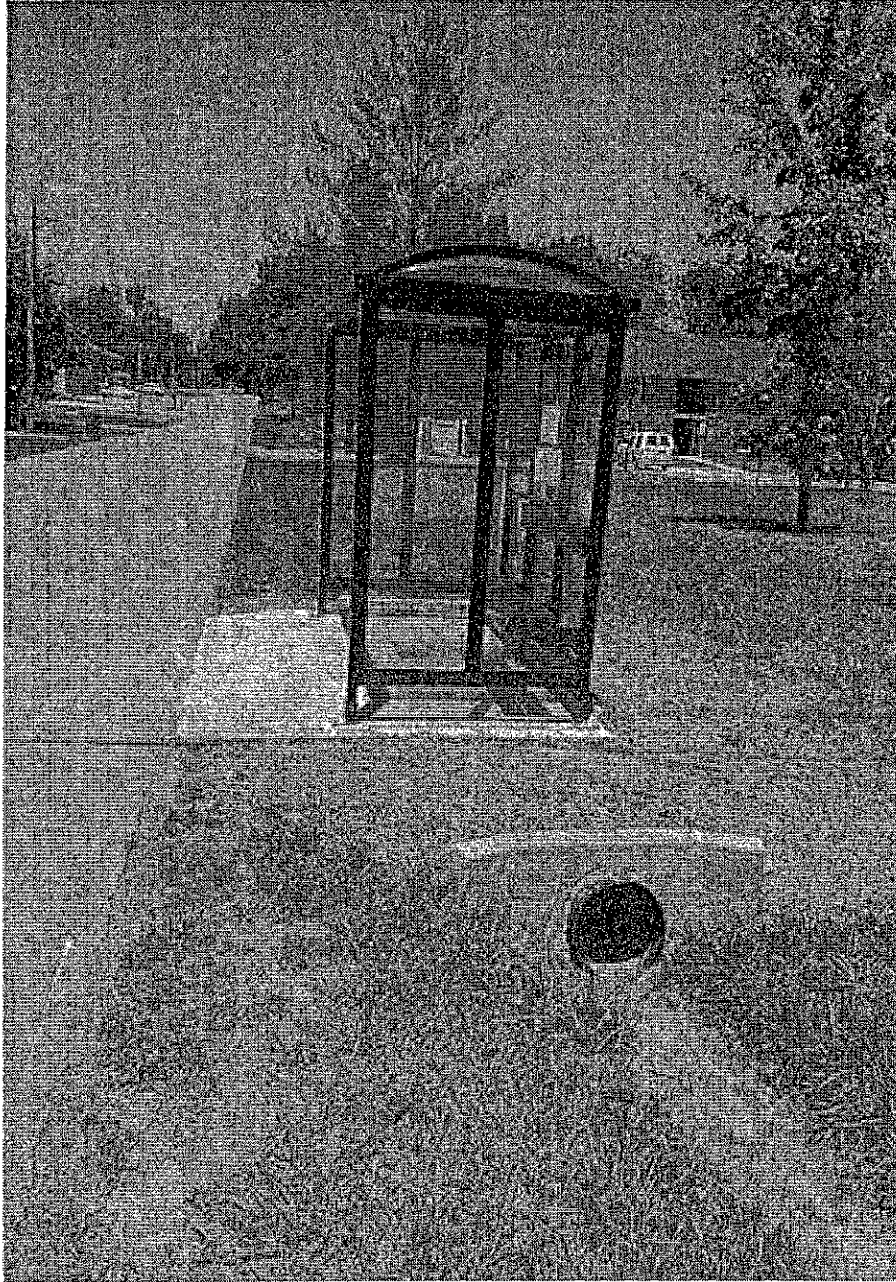
UCHRA Representative

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Business Owner









WEBB AVE

STEVENS ST

HAMPTON SQ

THURMAN AVE

E FOURTH ST

DIVISION DR

E SECOND ST

EAST ST

E FIRST ST

Legend

Tax Map Parcels

Courthouse

Amp

Library



**RESOLUTION TO APPROVE EASEMENT DEEDS FOR THE CITY OF CROSSVILLE  
SIDEWALK PROJECT AND AUTHORIZE COUNTY MAYOR TO SIGN AGREEMENT**

**JULE BRYSON, COUNTY CLERK**

## EASEMENT DEED

<u>PROJECT:</u> TAP- 28(68)	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/</u>
STATE PROJECT:	Cumberland	37	<u>PARCEL</u>
18LPLM-F2-015			113C-B-001.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned on behalf of,

### CUMBERLAND COUNTY

("Grantor(s)") have bargained and sold, and by these presents do transfer, convey, \_\_\_\_\_  
and donate unto the CITY OF CROSSVILLE ("Grantee" ) the land and/or land  
rights, more particularly described as follows:

Located in Cumberland County, Tennessee:

#### PARCEL NO. 1: TEMPORARY CONSTRUCTION EASEMENT (TCE)

Being an area approximately 5' wide and approximately 7' wide immediately adjacent to the  
North Main Street Right-of Way. Said area containing approximately 531 square feet.

The above described property is hereby conveyed as an easement for the construction of a  
working area and erosion control outside of the proposed right of way line. The title to  
the above described land remains vested in the Grantor, and is to be used by the CITY OF  
CROSSVILLE, TENNESSEE its contractors or assigns for a period of three (3) years,  
from and after the commencement of construction.

The aforementioned property is on a parcel of land owned by Cumberland County as  
shown on Tax Map 113C-B-001.00.

The consideration mentioned herein includes payment for the property taken, also payment for any  
and all incidental damages to the remainder compensable under eminent domain.



REFERENCE: The legal descriptions of the property rights conveyed herein were taken from the Right of Way Plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in said legal descriptions then the metric data is to be relied upon, as the English conversions are provided for information and convenience only.

The undersigned Grantor(s) does hereby acknowledge that the property rights herein described are donated to the Grantee with full knowledge of the right to receive just compensation for same, such right being voluntarily waived and relinquished by the Grantor(s). Grantor(s) hereby waives payment for the property conveyed herein and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract, as well as payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same in unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Cumberland County

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence); and who, upon oath, acknowledged \_\_\_\_\_ self to be \_\_\_\_\_ of Cumberland County the within named bargainor, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the entity as \_\_\_\_\_ thereof.

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:	New Owner's Name and Address:	Mail Tax Bill:
City of Crossville	City of Crossville	Owner is Tax Exempt
392 N. Main Street	392 N. Main Street	
Crossville, Tennessee 38555	Crossville, Tennessee 38555	

## EASEMENT DEED

<u>PROJECT:</u> TAP- 28(68)	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/</u>
	Cumberland	36	<u>PARCEL</u>
STATE PROJECT:			113C-B-002.00
18LPLM-F2-015			

KNOW ALL MEN BY THESE PRESENTS, that the undersigned on behalf of,

### CUMBERLAND COUNTY

("Grantor(s)") have bargained and sold, and by these presents do transfer, convey, and donate unto the CITY OF CROSSVILLE ("Grantee") the land and/or land rights, more particularly described as follows:

Located in Cumberland County, Tennessee:

#### **PARCEL NO. 1: TEMPORARY CONSTRUCTION EASEMENT (TCE)**

Being an area approximately 10' wide immediately adjacent to the South Main Street Right-of Way. Said area containing approximately 1,801 square feet.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor, and is to be used by the CITY OF CROSSVILLE, TENNESSEE its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

The aforementioned property is on a parcel of land owned by Cumberland County as shown on Tax Map 113C-B-002.00.

The consideration mentioned herein includes payment for the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: The legal descriptions of the property rights conveyed herein were taken from the Right of Way Plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in said legal descriptions then the metric data is to be relied upon, as the English conversions are provided for information and convenience only.

The undersigned Grantor(s) does hereby acknowledge that the property rights herein described are donated to the Grantee with full knowledge of the right to receive just compensation for same, such right being voluntarily waived and relinquished by the Grantor(s). Grantor(s) hereby waives payment for the property conveyed herein and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract, as well as payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same in unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Cumberland County

By: \_\_\_\_\_

Its: \_\_\_\_\_



STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence); and who, upon oath, acknowledged \_\_\_\_\_ self to be \_\_\_\_\_ of Cumberland County the within named bargainor, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the entity as \_\_\_\_\_ thereof.

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:	New Owner's Name and Address:	Mail Tax Bill:
City of Crossville	City of Crossville	Owner is Tax Exempt
392 N. Main Street	392 N. Main Street	
Crossville, Tennessee 38555	Crossville, Tennessee 38555	

## EASEMENT DEED

<u>PROJECT:</u> TAP- 28(68)	<u>COUNTY</u>	<u>TRACT</u>	<u>MAP/</u>
	Cumberland	35	<u>PARCEL</u>
STATE PROJECT: 18LPLM-F2-015			113C-B-003.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned on behalf of,

### CUMBERLAND COUNTY

("Grantor(s)") have bargained and sold, and by these presents do transfer, convey, and donate unto the CITY OF CROSSVILLE ("Grantee" ) the land and/or land rights, more particularly described as follows:

Located in Cumberland County, Tennessee:

#### PARCEL NO. 1: TEMPORARY CONSTRUCTION EASEMENT (TCE)

Being an area approximately 7' wide immediately adjacent to the South Main Street Right-of Way. Said area containing approximately 920 square feet.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor, and is to be used by the CITY OF CROSSVILLE, its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

The aforementioned property is on a parcel of land owned by Cumberland County as shown on Tax Map 113C-B-003.00.

The consideration mentioned herein includes payment for the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: The legal descriptions of the property rights conveyed herein were taken from the Right of Way Plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in said legal descriptions then the metric data is to be relied upon, as the English conversions are provided for information and convenience only.

The undersigned Grantor(s) does hereby acknowledge that the property rights herein described are donated to the Grantee with full knowledge of the right to receive just compensation for same, such right being voluntarily waived and relinquished by the Grantor(s). Grantor(s) hereby waives payment for the property conveyed herein and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract, as well as payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same in unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Cumberland County

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence); and who, upon oath, acknowledged \_\_\_\_\_ self to be \_\_\_\_\_ of Cumberland County the within named bargainor, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the entity as \_\_\_\_\_ thereof.

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:	New Owner's Name and Address:	Mail Tax Bill:
City of Crossville	City of Crossville	Owner is Tax Exempt
392 N. Main Street	392 N. Main Street	
Crossville, Tennessee 38555	Crossville, Tennessee 38555	

## EASEMENT DEED

PROJECT: TAP- 28(68)    COUNTY    TRACT    MAP/PARCEL  
Cumberland    34    113C-C-012.00

STATE PROJECT:  
18LPLM-F2-015

KNOW ALL MEN BY THESE PRESENTS, that the undersigned on behalf of,

### CUMBERLAND COUNTY

("Grantor(s)") have bargained and sold, and by these presents do transfer, convey, and donate unto the CITY OF CROSSVILLE ("Grantee") the land and/or land rights, more particularly described as follows:

Located in Cumberland County, Tennessee:

#### **PARCEL NO. 1: TEMPORARY CONSTRUCTION EASEMENT (TCE)**

Being an area approximately 5' wide immediately adjacent to the Main Street Right-of-Way and a triangular area approximately 15' by 15' immediately adjacent to the intersection of the North Main Street and East Fourth Street Right-of-Way. Said area containing approximately 1,867 square feet.

Being an area approximately 10' by 18' wide immediately adjacent to the South Street and East Second Street Right-of-Way. Said area containing approximately 180 square feet.

Being an area approximately 20' X 25' wide immediately adjacent to the Second Street Right-of-Way. Said area containing 501 square feet.

The above described property is hereby conveyed as an easement for the construction of a working area and erosion control outside of the proposed right of way line. The title to the above described land remains vested in the Grantor, and is to be used by the CITY OF CROSSVILLE, its contractors or assigns for a period of three (3) years, from and after the commencement of construction.

#### **PARCEL NO. 2: PERMANENT UTILITY EASEMENT (PUE)**

Beginning at a point on the present west right of way of US 127 / State Route 28 (South Main Street), said point being 33.60 feet right of the proposed centerline station 212+58.93; thence N 62° 15' 04" E 41.94 feet to a point being 75.54 feet right of proposed centerline station 212+59.02; thence S 27° 44' 56" E 25.00 feet to a point being 75.60 feet right of proposed centerline station 212+34.02, said point being on the East Second Street right of way; thence with the present East Second Street right of way S 62° 15' 04" W 10.00 feet to a point being 65.60 feet right of proposed centerline station 212+34.00; thence N 27° 37' 18" W 18.00 feet to a point being 65.60 feet right of proposed centerline station 212+52.00; thence S 62° 15' 04" W 32.00 feet to a point being 33.60 feet right of proposed centerline station 212+51.93; thence with the present right of way N 27° 37' 18" W 7.00 feet to the point of beginning, containing 473 square feet.

Said easement shall be the perpetual right for the City of Crossville to enter from time-to-time to install, maintain, repair, rebuild, protect, extend, connect to, operate and patrol, as well as the right to tap on additional lines and/or customers. This easement shall run with the land forever.

The aforementioned property is on a parcel of land owned by Cumberland County as shown on Tax Map 100N, Group C, Parcel 012.00.

The consideration mentioned herein includes payment for the property taken, also payment for any and all incidental damages to the remainder compensable under eminent domain.

REFERENCE: The legal descriptions of the property rights conveyed herein were taken from the Right of Way Plans for the above referenced Highway Project on file with the Tennessee Department of Transportation in Nashville, Tennessee, and it was prepared by an employee or agent of said Department. If and when metric data is contained in said legal descriptions then the metric data is to be relied upon, as the English conversions are provided for information and convenience only.

The undersigned Grantor(s) does hereby acknowledge that the property rights herein described are donated to the Grantee with full knowledge of the right to receive just compensation for same, such right being voluntarily waived and relinquished by the Grantor(s). Grantor(s) hereby waives payment for the property conveyed herein and any other additions/features specifically noted herein or appearing in the Department of Transportation plans of the captioned project and tract, as well as payment for or the elimination of all actual or incidental damages to the remainder otherwise compensable under the Tennessee laws of eminent domain.

TO HAVE AND TO HOLD said land, with the appurtenances, estate, title and interest thereto belonging, except as may be specified otherwise herein, to the Grantee. Grantor(s) covenant with the Grantee that Grantor(s) are lawfully seized and possessed of said land in fee simple, have a right to convey it and the same in unencumbered.

And Grantor(s) do further covenant and bind ourselves/itself and our/its representatives, to warrant and forever defend the title to said land to the Grantee against the lawful claims of all persons whomsoever. Whenever used, the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Cumberland County

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence); and who, upon oath, acknowledged \_\_\_\_\_ self to be \_\_\_\_\_ of Cumberland County the within named bargainor, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the entity as \_\_\_\_\_ thereof.

\_\_\_\_\_  
Notary Public

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission Expires: \_\_\_\_\_

This Instrument Prepared By:	New Owner's Name and Address:	Mail Tax Bill:
City of Crossville	City of Crossville	Owner is Tax Exempt
392 N. Main Street	392 N. Main Street	
Crossville, Tennessee 38555	Crossville, Tennessee 38555	

NOTICE OF PROPOSED ACQUISITION

DATE: May 28, 2021

STATE PROJECT: 18LPLM-F2-015

COUNTY/S: Cumberland County

FEDERAL PROJECT: TAP-28(68) PIN No. 126662.00

TRACT #: 34

---

TO: Cumberland County

This is to notify you that the City of Crossville plans to construct a sidewalk project along South Main Street (US 127/SR 28).

The construction of this project as presently proposed will require the acquisition of certain lands along the route identified by the above tract number which our records show are owned by you.

Enclosed is information regarding the right of way process, a strip map of your property, and a tentative schedule of the project.

The enclosed information provides an explanation of the process by which the City of Crossville acquires the rights-of-way for projects and describes the basic protections provided you as a property owner.

In the event an appraisal is necessary, you will be contacted in by an appraiser who will be appraising your property for the City of Crossville, Tennessee. The appraiser will make an appointment to inspect your property and you will be, at that time, afforded the opportunity to accompany the appraiser during the inspection of your property.

The current sidewalk plans are available for your inspection at the City of Crossville, Tennessee. Should you desire further information please contact me at this address or call me at the listed telephone number 392 N. Main St. Crossville, TN or (931) 484-5113.

TENTATIVE SCHEDULE

ROW APPRAISALS/ACQUISITION: Complete Acquisition June 2021

CONSTRUCTION START: Anticipated Construction Start September 2021

---

THE ORIGINAL OF THIS FORM WAS mailed TO THE PROPERTY OWNER ON:

DATE: 6/1/2021 CERTIFIED MAIL #: 7015 3430 0000 1671 8707

SIGNATURE: Valerie Hall



NOTICE OF PROPOSED ACQUISITION

DATE: May 28, 2021

STATE PROJECT: 18LPLM-F2-015

COUNTY/S: Cumberland County

FEDERAL PROJECT: TAP-28(68) PIN No. 126662.00

TRACT #: 35

---

TO: Cumberland County Courthouse

This is to notify you that the City of Crossville plans to construct a sidewalk project along South Main Street (US 127/SR 28).

The construction of this project as presently proposed will require the acquisition of certain lands along the route identified by the above tract number which our records show are owned by you.

Enclosed is information regarding the right of way process, a strip map of your property, and a tentative schedule of the project.

The enclosed information provides an explanation of the process by which the City of Crossville acquires the rights-of-way for projects and describes the basic protections provided you as a property owner.

In the event an appraisal is necessary, you will be contacted in by an appraiser who will be appraising your property for the City of Crossville, Tennessee. The appraiser will make an appointment to inspect your property and you will be, at that time, afforded the opportunity to accompany the appraiser during the inspection of your property.

The current sidewalk plans are available for your inspection at the City of Crossville, Tennessee. Should you desire further information please contact me at this address or call me at the listed telephone number 392 N. Main St. Crossville, TN or (931) 484-5113.

TENTATIVE SCHEDULE

ROW APPRAISALS/ACQUISITION: Complete Acquisition June 2021

CONSTRUCTION START: Anticipated Construction Start September 2021

---

THE ORIGINAL OF THIS FORM WAS mailed TO THE PROPERTY OWNER ON:

DATE: 6/1/2021 CERTIFIED MAIL #: 7015 3430 0000 1671 8707

SIGNATURE: Valerie Hale

NOTICE OF PROPOSED ACQUISITION

DATE: May 28, 2021

STATE PROJECT: 18LPLM-F2-015

COUNTY/S: Cumberland County

FEDERAL PROJECT: TAP-28(68) PIN No. 126662.00

TRACT #: 36

---

TO: Cumberland County Courthouse

This is to notify you that the City of Crossville plans to construct a sidewalk project along South Main Street (US 127/SR 28).

The construction of this project as presently proposed will require the acquisition of certain lands along the route identified by the above tract number which our records show are owned by you.

Enclosed is information regarding the right of way process, a strip map of your property, and a tentative schedule of the project.

The enclosed information provides an explanation of the process by which the City of Crossville acquires the rights-of-way for projects and describes the basic protections provided you as a property owner.

In the event an appraisal is necessary, you will be contacted in by an appraiser who will be appraising your property for the City of Crossville, Tennessee. The appraiser will make an appointment to inspect your property and you will be, at that time, afforded the opportunity to accompany the appraiser during the inspection of your property.

The current sidewalk plans are available for your inspection at the City of Crossville, Tennessee. Should you desire further information please contact me at this address or call me at the listed telephone number 392 N. Main St, Crossville, TN or (931) 484-5113.

TENTATIVE SCHEDULE

ROW APPRAISALS/ACQUISITION: Complete Acquisition June 2021

CONSTRUCTION START: Anticipated Construction Start September 2021

---

THE ORIGINAL OF THIS FORM WAS mailed TO THE PROPERTY OWNER ON:

DATE: 6/1/2021 CERTIFIED MAIL #: 7015 3430 0000 1471 8707

SIGNATURE: Valerie Hale

NOTICE OF PROPOSED ACQUISITION

DATE: May 28, 2021

STATE PROJECT: 18LPLM-F2-015

COUNTY/S: Cumberland County

FEDERAL PROJECT: TAP-28(68) PIN No. 126662.00

TRACT #: 37

---

TO: Cumberland County Courthouse

This is to notify you that the City of Crossville plans to construct a sidewalk project along South Main Street (US 127/SR 28).

The construction of this project as presently proposed will require the acquisition of certain lands along the route identified by the above tract number which our records show are owned by you.

Enclosed is information regarding the right of way process, a strip map of your property, and a tentative schedule of the project.

The enclosed information provides an explanation of the process by which the City of Crossville acquires the rights-of-way for projects and describes the basic protections provided you as a property owner.

In the event an appraisal is necessary, you will be contacted in by an appraiser who will be appraising your property for the City of Crossville, Tennessee. The appraiser will make an appointment to inspect your property and you will be, at that time, afforded the opportunity to accompany the appraiser during the inspection of your property.

The current sidewalk plans are available for your inspection at the City of Crossville, Tennessee. Should you desire further information please contact me at this address or call me at the listed telephone number 392 N. Main St. Crossville, TN or (931) 484-5113.

TENTATIVE SCHEDULE

ROW APPRAISALS/ACQUISITION: Complete Acquisition June 2021

CONSTRUCTION START: Anticipated Construction Start September 2021




---


THE ORIGINAL OF THIS FORM WAS Mailed TO THE PROPERTY OWNER ON:

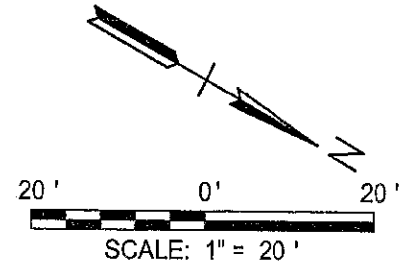
DATE: 6/1/2021 CERTIFIED MAIL #: 7015 3430 0000 1671 8707

SIGNATURE: Valerie Hale

## LEGEND

 EX. R/W  
 EX. PROPERTY LINE  
 PROP. EASEMENT LINE

 TEMPORARY CONSTRUCTION  
EASEMENT (TCE)



EAST SECOND STREET

TRACT NO.

(35)

TEMPORARY  
CONSTRUCTION  
EASEMENT  
(920 SF)

SOUTH MAIN STREET(US 127/SR 28)

212+50.00

213+00.00

213+50.00



ISSUE DATE: MAY 2021

SCALE: AS SHOWN

DESIGNED BY: JGOL

DRAWN BY: JGOL

CHECKED BY: JGOL

### DOWNTOWN PEDESTRIAN IMPROVEMENT PROJECT

TDOT PIN: 126662.00 TAP-28(68)  
CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE

EASEMENT EXHIBIT - TRACT 35

PROJECT NO.

181048

DISCIPLINE

CIVIL




SHEET


1

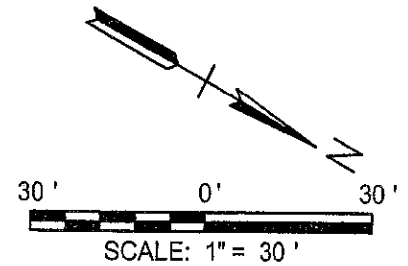
OF

1

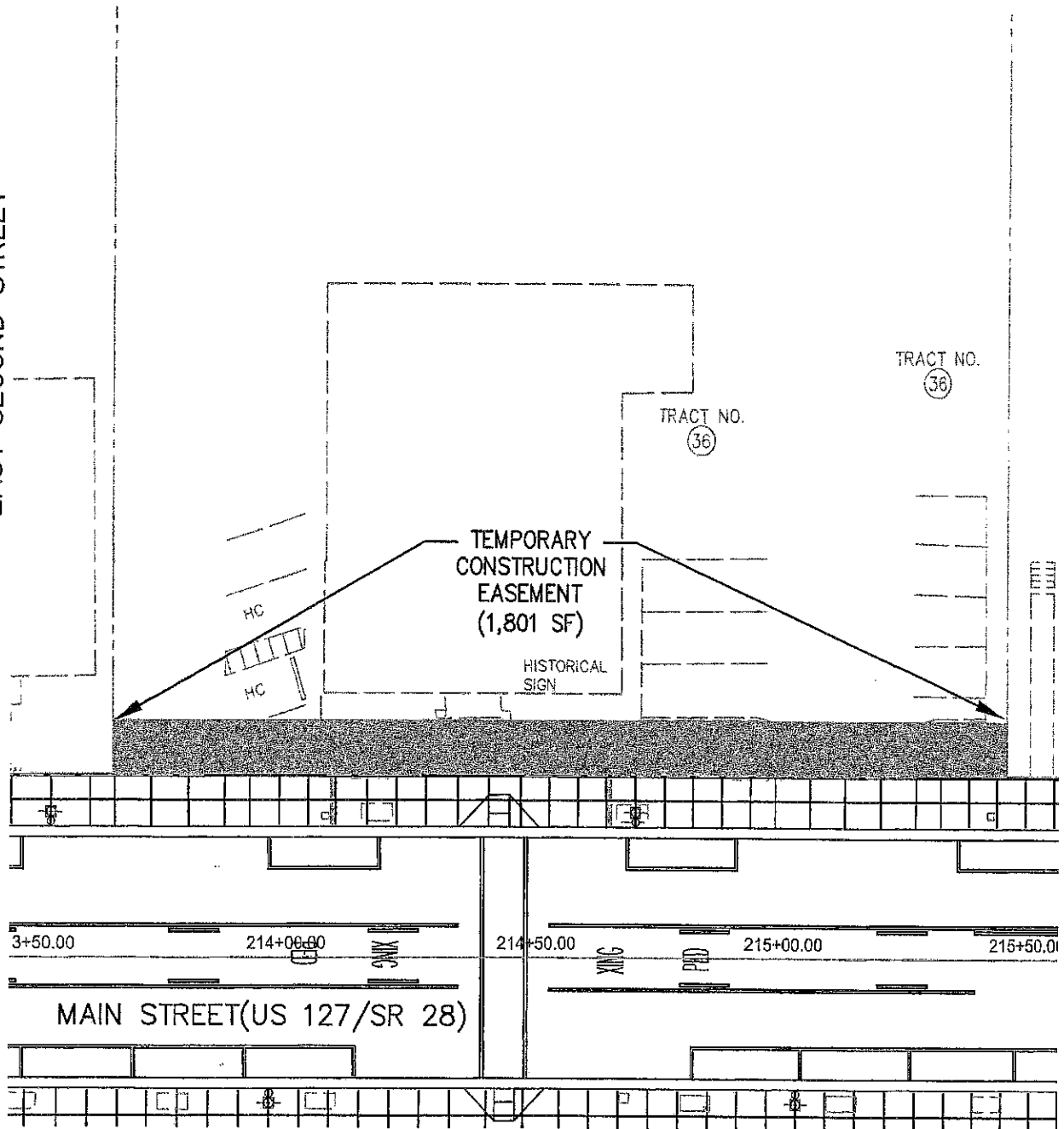
## LEGEND

 EX. R/W  
 EX. PROPERTY LINE  
 PROP. EASEMENT LINE

 TEMPORARY CONSTRUCTION  
EASEMENT (TCE)



EAST SECOND STREET



ISSUE DATE: MAY 2021  
 SCALE: AS SHOWN  
 DESIGNED BY: JGOL  
 DRAWN BY: JGOL  
 CHECKED BY: JGOL

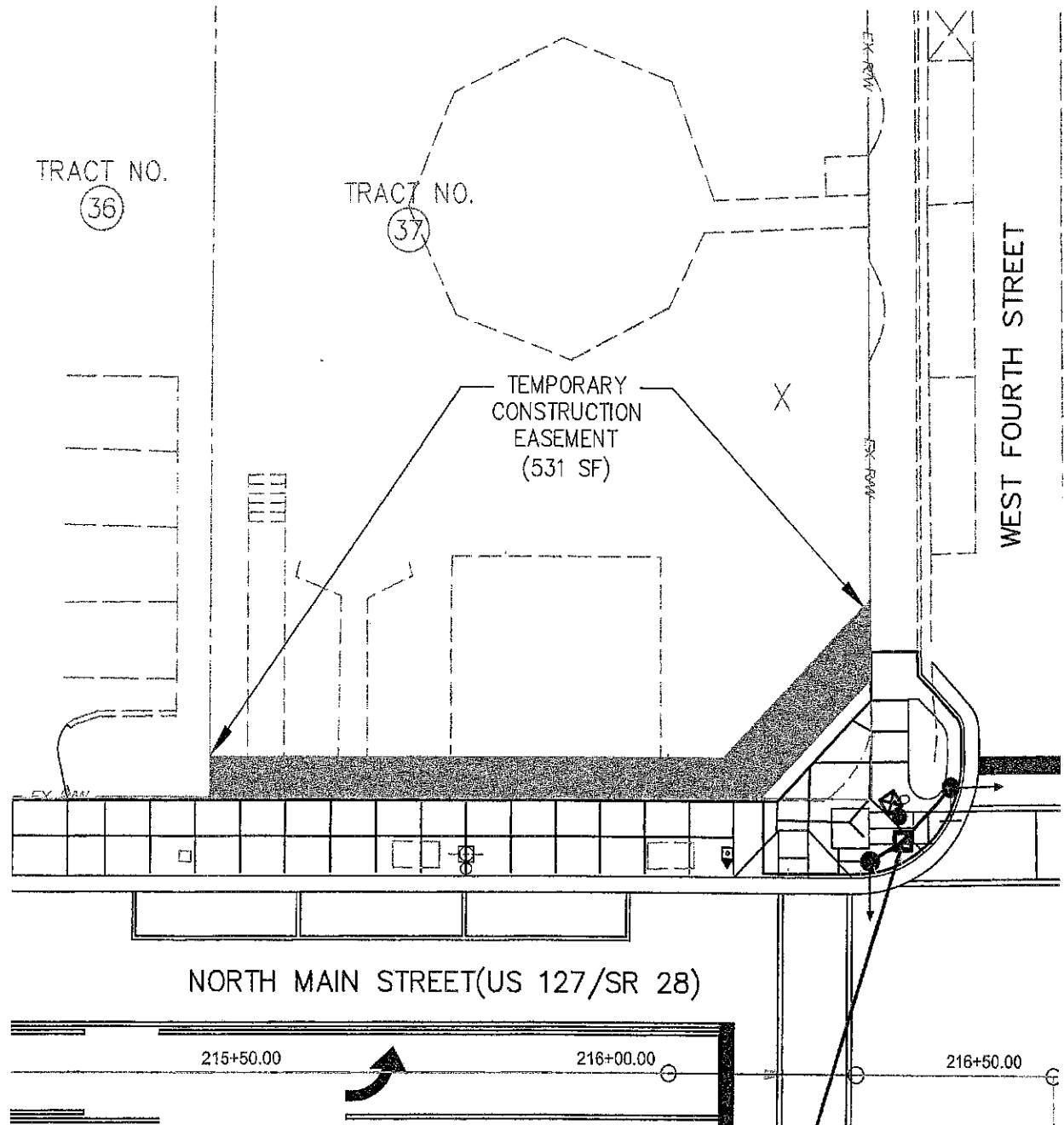
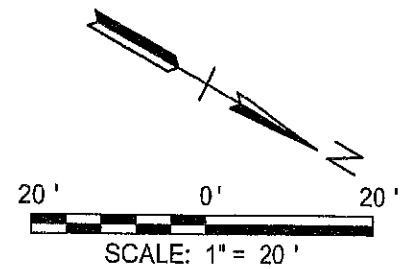
**DOWNTOWN PEDESTRIAN  
IMPROVEMENT PROJECT**  
 TDOT PIN: 126662.00 TAP-28(68)  
 CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE  
**EASEMENT EXHIBIT - TRACT 36**

PROJECT NO.  
**181048**  
 DISCIPLINE  
**CIVIL**  
 SHEET **1** OF **1**

## LEGEND

EX. R/W EX. RIGHT-OF-WAY  
EX. PROPERTY LINE  
PROP. EASEMENT LINE

TEMPORARY CONSTRUCTION  
EASEMENT (TCE)



ISSUE DATE: MAY 2021  
SCALE: AS SHOWN  
DESIGNED BY: JGOL  
DRAWN BY: JGOL  
CHECKED BY: JGOL

**DOWNTOWN PEDESTRIAN  
IMPROVEMENT PROJECT**  
TDOT PIN: 126662.00 TAP-28(68)  
CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE  
**EASEMENT EXHIBIT - TRACT 37**

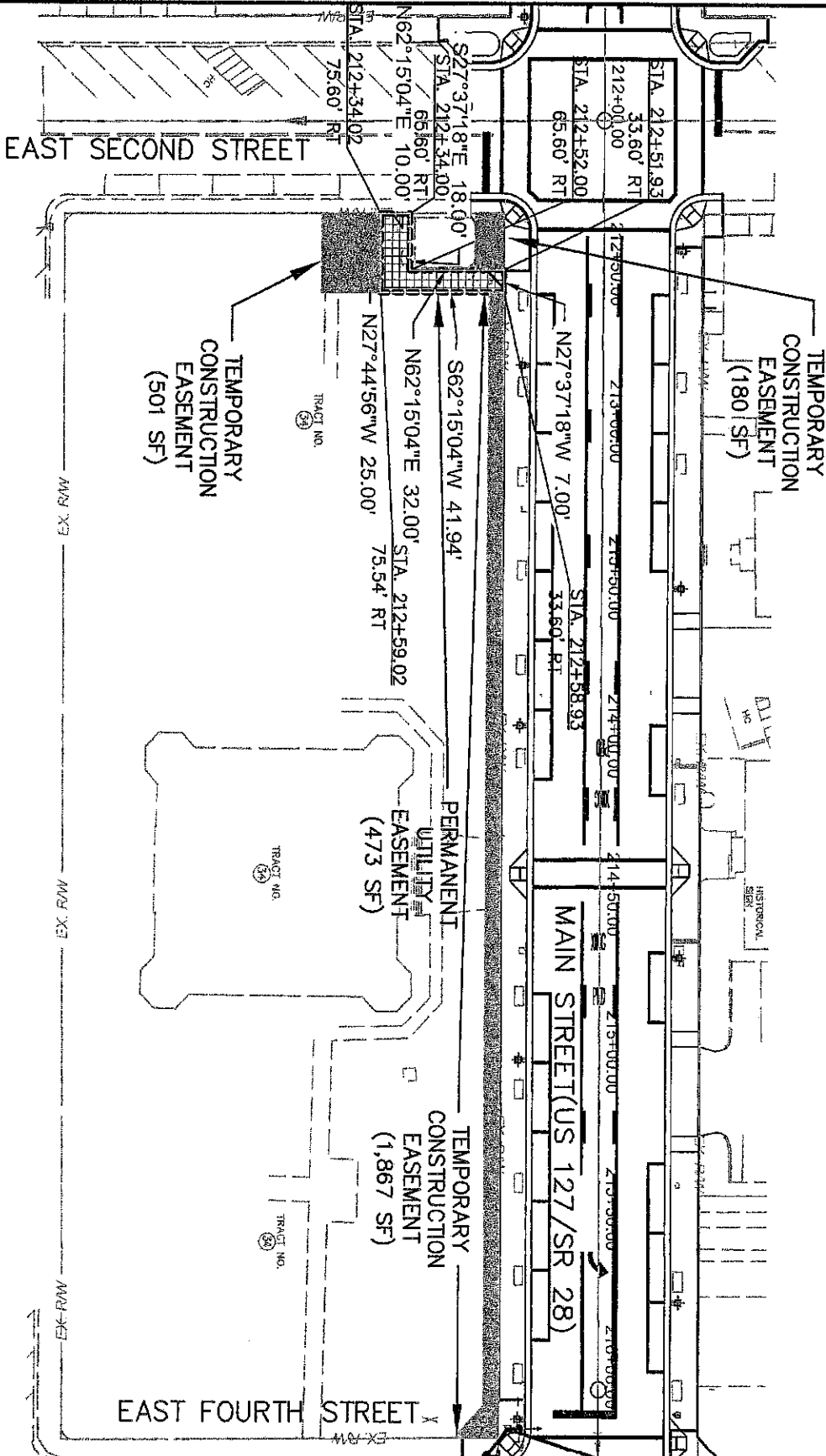
PROJECT NO.  
**181048**  
DISCIPLINE  
**CIVIL**  
SHEET **1** OF **1**

TAX MAP 113C; GROUP C; PARCEL 012.00  
NORTH MAIN STREET, CROSSVILLE, TN 38555

## LEGEND

- EX. R/W
- EX. RIGHT-OF-WAY
- EX. PROPERTY LINE
- PROP. EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT UTILITY EASEMENT (PUE)

50' 0' 50'  
SCALE: 1" = 50'



**DOWNTOWN PEDESTRIAN  
IMPROVEMENT PROJECT**  
TDOT PIN: 126662.00 TAP-28(68)  
CROSSVILLE, CUMBERLAND COUNTY, TENNESSEE

**EASEMENT EXHIBIT - TRACT 34**

ISSUE DATE: MAY 2021  
SCALE: AS SHOWN  
DESIGNED BY: JGOL  
DRAWN BY: JGOL  
CHECKED BY: JGOL

PROJECT NO.  
**181048**  
DISCIPLINE  
**CIVIL**

SHEET  
**1**  
OF  
**1**

**RESOLUTION NO. 09-2021-8**

**RESOLUTION FOR ARCHITECTURAL PROFESSIONAL SERVICES**

**WHEREAS**, in Resolution 01-2021-07, the Cumberland County Board of Commissioners approved a construction and renovation project for the County Archives facility; and

**WHEREAS**, in Resolution 01-2021-08, the Cumberland County Board of Commissioners approved the issuing of capital outlay notes not to exceed \$1,600,300.00 in aggregate principal, to provide funds for the County Archives project; and

**WHEREAS**, Resolution 08-2021-6 states that Archives fees will be used to pay for the purchase and renovation; and


**WHEREAS**, the Building and Grounds Committee recommended the Finance Committee choose a professional architect from the Request for Qualifications respondents; and

**WHEREAS**, the Finance Committee met on June 3, 2020 and recommended the services of Upland Design Group.

**NOW, THEREFORE, BE IT RESOLVED**, the Cumberland County Board of Commissioners meeting in regular session on this 20<sup>th</sup> day of September, 2021, that the Cumberland County Mayor, Allen Foster, be authorized to enter into the contract for professional services with Upland Design Group.

**Adopted this 20<sup>th</sup> day of September, 2021.**

**SPONSOR:**

  
\_\_\_\_\_  
**COUNTY MAYOR**

**APPROVED:**

\_\_\_\_\_  
**COUNTY MAYOR**

**ATTEST:**

\_\_\_\_\_  
**COUNTY CLERK**





# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Thirteenth day of September in the year Two Thousand Twenty-One

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

Cumberland County Government  
2 N. Main Street  
Crossville, TN 38555  
Telephone Number: 931-484-6165

and the Architect:

*(Name, legal status, address and other information)*

Upland Design Group, Inc.  
P. O. Box 1026  
362 Industrial Blvd. (38555)  
Crossville, TN 38557  
Telephone Number: 931/484-7541  
Fax Number: 931/484-2351

for the following Project:

*(Name, location and detailed description)*

Cumberland County Archives Building (Old Progressive Bank Building)  
Crossville, TN

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 10 MISCELLANEOUS PROVISIONS
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- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Program for this Project is limited to an addition of a secure archives storage space under the existing drive thru canopy.

*(Paragraphs Deleted)*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined based upon the building design.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

30 days after completion of the Program

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.2 Construction commencement date:

90 days after Owner approval of the Schematic Design

.3 Substantial Completion date or dates:

Approximately 14 months after award of a construction contract

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Lump sum competitive bid

*(Paragraphs Deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

*(List name, address, and other contact information.)*

Allen Foster  
Cumberland County Government  
2 N. Main Street  
Crossville, TN 38555  
Telephone Number: 931-484-6165

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Final review and approval by the full Cumberland County Commission.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

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*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Kim Allen Chamberlin  
Upland Design Group, Inc.  
P.O. Box 1026  
362 Industrial Blvd. (38555)  
Crossville, TN 38557  
Email Address: kchamberlin@uplanddesigngroup.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Logan Patri Engineering, Inc.  
630-C Southgate Avenue  
Nashville, TN 37203

**.2 Mechanical Engineer:**

Maffett Loftis Engineering, LLC  
1 South Jefferson Avenue, Suite 101  
Cookeville, TN 38501

**.3 Electrical Engineer:**

Maffett Loftis Engineering, LLC  
1 South Jefferson Avenue, Suite 101  
Cookeville, TN 38501

*(Paragraphs Deleted)*

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

*(Paragraph Deleted)*

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The

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additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

*(Paragraph Deleted)*

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs Deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of

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the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions,

quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Paragraph Deleted)*

*(Table Deleted)*

*(Paragraphs Deleted)*

##### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two ( 2 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

*(Paragraphs Deleted)*

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

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budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs Deleted)*

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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*(Paragraphs Deleted)*

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

Lump sum fee - \$23,500.00

(Paragraph Deleted)

(Paragraphs Deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For additional services that may arise during the course of the Project, performed by Architect or Owner's consultant, including those under Section 4.2, the Owner shall compensate the Architect actual cost plus 20%.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent ( 20 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

*(Paragraphs Deleted)*

*(Table Deleted)*

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

*(Paragraphs Deleted)*

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;

*(Paragraph Deleted)*

- .3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .4 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .5 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .6 All taxes levied on professional services and on reimbursable expenses;

*(Paragraph Deleted)*

- .7 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .8 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

*(Paragraphs Deleted)*

**§ 11.10 Payments to the Architect**

*(Paragraphs Deleted)*

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1 % Monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Not Applicable

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect  
*(Paragraph Deleted)*

*(Paragraphs Deleted)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

Allen Foster, County Mayor  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT (Signature)**

Kim Allen Chamberlin, President  
*(Printed name, title, and license number, if required)*



Jason E. Mumpower  
*Comptroller*

August 25, 2021

Honorable Allen Foster, Mayor  
and Honorable Board of Commissioners  
Cumberland County  
2 North Main Street, Suite 203  
Crossville, TN 38555

Dear Mayor Foster and Members of the Board:

This letter acknowledges receipt of a certified copy of the fiscal year 2022 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: [LGF@cot.tn.gov](mailto:LGF@cot.tn.gov)).

This letter constitutes approval, by this office, for the County's fiscal year 2022 budget as adopted by the County Commission.

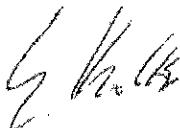
### CONSIDERATIONS DURING BUDGET REVIEW

Please ensure next year's budget is adopted prior to the beginning of the fiscal year and filed with our office within 15 days of its adoption. Please be aware that budgets that are not filed with our office within two months of the beginning of the fiscal year will not be approved by our office. Pursuant to state law the County may not issue debt or financing obligations without an approved budget from our office.

For all future submissions, please be sure to include a budget summary schedule for each fund that is appropriated for in the budget ordinance. An instructional video and a budget manual are available on our website at [tncot.cc/budget](http://tncot.cc/budget). Additionally, please include a cover letter on the County's letterhead that contains complete contact information for budget contacts at the County -at a minimum email addresses for the county mayor and finance director.

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Meghan Huffstutter, at 615-747-5379 or [Meghan.Huffstutter@cot.tn.gov](mailto:Meghan.Huffstutter@cot.tn.gov).

Very truly yours,



Betsy Knotts

Director of the Division of Local Government Finance

cc: Mr. Bryan Burklin, Assistant Director, Local Government Audit, COT  
Mr. Nathan Brock, Finance Director, Cumberland County

BK: mh

rec'd 8.19.2021



Jodi C Harriman  
PO Box 2950  
Hartford, CT 06104-2950

VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 106974748

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated  
September 1, 2021, in the amount of Two Million Four Hundred and Thirty Seven Thousand Nine Hundred and N  
( \$2,437,993.00 ) on behalf of

Kimberly Wyatt (as Principal),  
and in favor of Cumberland County (as Oblige),  
remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated July 30, 2021

Travelers Casualty and Surety Company of America  
By: Dawn M. Weaver  
Attorney-in-Fact

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS

2 North Main Street, Suite 203 Crossville, Tennessee 38555

FIRST DISTRICT  
Chad Norris  
Sue Ann York  
SECOND DISTRICT  
Kyle Davis  
Nancy Hyder  
THIRD DISTRICT  
Rebecca Stone  
Darrell Threet  
FOURTH DISTRICT  
David Gibson  
Charles Seiber  
FIFTH DISTRICT  
Jack Davis  
Terry Lowe

SIXTH DISTRICT  
Joseph Sherrill  
Wendell Wilson  
SEVENTH DISTRICT  
Mark Baldwin  
Jerry Cooper  
EIGHTH DISTRICT  
Jim Blalock  
Deborah Holbrook  
NINTH DISTRICT  
Colleen Mall  
John Patterson

## Beer Board Meeting Agenda

**DATE:** September 10, 2021

**TO:** All County Commissioners, County Mayor, County Attorney, Sheriff and News Media

**FROM:** Commissioner Charles Seiber, Chairman of the Cumberland County Beer Board

**MEETING DATE:** **The Beer Board will be conducted with Commissioners on  
Monday, September 20, 2021 at 4:30 o'clock P.M.**

### AGENDA

1. Call to Order
2. Approval of Minutes: April 19, 2021 Beer Board Meeting
3. New Business:
  - (1) On Premises Permit  
**Casa Grande Mexican Restaurant**  
Cristina Leon Jaimes  
5429 Peavine Road  
Crossville, TN 38571
  - (2) On and Off Premises Permit  
**Dog House Bar & Grill**  
712 Pomona Road  
Crossville, TN 38571
  - (3) Off Premises Permit  
**Dollar General #19389**  
12633 Highway 127 North  
Crossville, TN 38571
  - (4) Off Premises Permit  
**Pomona Market**  
4456 Sparta Highway  
Crossville, TN 38572
4. Old Business/Unfinished Business
5. Other Business
6. Adjournment

### BEER BOARD MEMBERS:

Sue York (1<sup>st</sup>) Charles Seiber (4<sup>th</sup>) Terry Lowe (5<sup>th</sup>) Joseph Sherrill (6<sup>th</sup>) John Patterson (9<sup>th</sup>)



**1<sup>st</sup> District**

Chad Norris  
Sue York

**2<sup>nd</sup> District**

Kyle Davis  
Nancy Hyder

**3<sup>rd</sup> District**

Rebecca Stone  
Darrell Threet

**4<sup>th</sup> District**

David Gibson  
Charles Seiber

**5<sup>th</sup> District**

Jack Davis  
Terry Lowe



**6<sup>th</sup> District**

Wendell  
Wilson

Joe Sherrill

**7<sup>th</sup> District**

Mark Baldwin

Jerry Cooper

**8<sup>th</sup> District**

Jim Blalock

Deborah  
Holbrook

**9<sup>th</sup> District**

Colleen Mall

John  
Patterson, Jr

**CUMBERLAND COUNTY  
BOARD OF COMMISSIONERS**

2 N Main St | Suite 203 | Crossville, TN 38555

**TO:** County Commissioners, County Mayor, County Clerk, Media

**FROM:** Nancy Hyder—Chair, Delinquent Tax Committee

**The Delinquent Tax Committee will be meeting on Monday, September 20th  
at 4:00 pm in Room 310 on the Third Floor of the Cumberland County Courthouse**

**AGENDA**

1. Call to Order
2. Approval of August Minutes
3. Michael Matthews - Map 138O Group A Parcel 012.00/ 128 Broken Arrow Drive
4. Thomas Vaughn and Cherrie Cunningham -  
Map 78P Group A Parcel 006.00 - 111 Tawney Oak Loop  
Map 78P Group A Parcel 19.00 - 754 St. George Drive  
Map 78P Group A Parcel 20.00 - 175 Tawny Oak Loop  
Map 89D Group A Parcel 53.00 - 205 St. George Drive  
Map 90B Group F Parcel 40.00 - 425 St. George Drive
5. Laurelwood Partners, LLC -  
Map 91I Group G Parcel 12.00 - 115 Hedgewood Lane  
Map 91P Group B Parcel 28.00 - 116 Laurelwood Lane  
Map 91P Group B Parcel 33.00 - 126 Laurelwood Lane
6. Old Business
7. New Business
8. Adjournment

**DELINQUENT TAX COMMITTEE MEMBERS:**

Allen Foster | Mayor

Nancy Hyder | 2<sup>nd</sup> District, Chair

Deborah Holbrook | 8<sup>th</sup> District

Darrell Threet | 3<sup>rd</sup> District

Jack Davis | 5<sup>th</sup> District, Vice Chair

Rec'd 9/8/21

**Building & Grounds Committee Meeting**

September 7, 2021-Cumberland County Courthouse

**Members Present:**

Nancy Hyder  
Jim Blalock  
Darrell Threet  
Jack Davis  
Charles Seiber  
Colleen Mall  
Joe Sherrill  
Chad Norris  
Mark Baldwin

**Other Comm. Present:**

Mayor-Allen Foster  
Sue York  
Rebecca Stone

**Others Present:**

Heather Mullinix-news  
Adam Sebia  
James Houston-library  
Charles Wilson

1. **Call to Order** – The meeting was called to order at 4 pm by Commissioner Jack Davis. A quorum was present.
2. **Approval of Minutes** –A motion was made by Commissioner Nancy Hyder to approve the Minutes from the last meeting and seconded by Commissioner Charles Seiber. The motion Passed and the Minutes were approved.
3. **Homestead Tower lease agreement-** the Tower Association does not want to agree to a lease/donation for the property until after the 2021 Apple Festival per Mayor Allen Foster. Attorney Phillip Burnett has already drawn up a lease to allow the association to lease the property. Per Commissioner Jim Blalock, he thinks the county should just give the property to the association and let them take care of all upkeep. The county could help with major repairs.  
Commissioner Chad Norris made a Motion to table until the Tower Association could be present for discussions after the 2021 Apple Festival. Commissioner Joe Sherrill seconded the Motion. All approved.
4. **UCHRA bus stop-**UCHRA asked to add stops within the county. Commissioner Chad Norris made a Motion to approve. Commissioner Charles Seiber seconded the Motion. All approved.
5. **Security for County buildings-** Per Commissioner Jack Davis, David Gibson had brought to his attention the need for security cameras for the maintenance building, highway road department, and election facilities. There have been several break-ins.

Rec'd 9/8/21

Commissioner Charles Seiber made a Motion to meet with the head department to see what all was needed. Commissioner Colleen Mall seconded the Motion. All approved.

6. **Old business-** Rebecca Stone asked if money left over for repairs and fees for the old building could be used for the new building secure records room. Per Commissioner Jack Davis, yes. Mayor Allen Foster stated he spoke with TCAT President Cliff Wightman in regards to helping with construction for the records room. President Wightman said there would need to be architectural drawings for the room and they would be able to assist with building.

Commissioner Nancy Hyder said there was unsafe walk ways (trip hazard) within the paved fairgrounds facility. Mayor Foster stated he had also been approached about the issues.

Sue York stated new sound system at Fairgrounds not working on one side of the grandstands.

7. **New Business** – Ms. Gilbert with property assessors asked if they could use the old elections office for storage. Commissioner Joe Sherrill made a Motion to approve. Commissioner Nancy Hyder seconded the Motion. All approved.
8. **Adjournment** – A Motion was made by Commissioner Nancy Hyder and seconded by Commissioner Charles Seiber to adjourn the meeting. The motion passed and the Meeting was adjourned at 4:33 PM.

Approved by Chairman: \_\_\_\_\_

Date: \_\_\_\_\_

## Delinquent Tax Committee Minutes

June 21, 2021 at 4:15 pm  
Room 310, Cumberland County Courthouse

Members Present:

Jack Davis  
Nancy Hyder  
Deborah Holbrook  
Darrell Threet  
Allen Foster

Members Absent:

Others Present:

Beth Wyatt-Davis  
Heather Mullinix  
Colleen Mall  
Charlie Wilson

Meeting was called to order at 4:19 pm on June 21, 2021 by Nancy Hyder.

Minutes from the May 17, 2021 meeting were approved after a motion to approve by Jack Davis, seconded by Deborah Holbrook. All approved, motion carries.

William Gregg Upchurch and Lena Jordan-Upchurch placed a bid of \$253.10 plus paid a \$45 advertising fee for 4018 Tonto Drive in Crossville, TN, Map 149P Group B Parcel 009.00. Pending no other bids. Holbrook made a motion to accept offers, seconded by Davis, all approved. Bid accepted.

Angie Spitler placed a bid of \$252.40 plus paid a \$45 advertising fee for lot on Cherokee Trail, Crossville, TN, Map 149N Group B Parcel 001.01. Pending no other bids. Darrell Threet made a motion to accept offers, seconded by Davis, all approved. Bid accepted.

Karen Hicks placed a bid of \$254.20 plus paid a \$45 advertising fee for 3011 Shawnee Road, Crossville, TN, Map 150J Group J Parcel 045.001. Pending no other bids. Threet made a motion to accept offers, seconded by Davis, all approved. Bid accepted.

Ronald and Tammy Moore placed a bid of \$276.70 plus paid a \$45 advertising fee 4045 DeSoto Drive, Crossville, TN, Map 138P Group B Parcel 018.00. Pending no other bids. Holbrook made a motion to accept offers, seconded by Threet, all approved. Bid accepted.

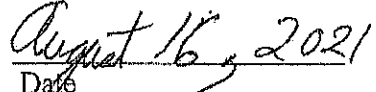
Nickolas Kitzmiller placed a bid of \$323.00 plus paid a \$45 advertising fee for 2042 Alapattah Circle, Crossville, TN, Map 138P Group D Parcel 039.00. Pending no other bids. Holbrook made a motion to accept offers, seconded by Davis, all approved. Bid accepted.

Old Business -None

New Business - None

Motion to adjourn at 4:28 pm made by Holbrook, seconded by Davis.

  
Minutes Approved by

  
Date